

AGENDA
MIDDLESEX-LONDON BOARD OF HEALTH

399 RIDOUT STREET NORTH
SIDE ENTRANCE, (RECESSED DOOR)
Board of Health Boardroom

Thursday, 7:00 p.m.
2014 July 17

MISSION - MIDDLESEX-LONDON BOARD OF HEALTH

The mission of the Middlesex-London Health Unit is to promote wellness, prevent disease and injury, and protect the public's health through the delivery of public health programs, services and research.

MEMBERS OF THE BOARD OF HEALTH

Mr. David Bolton	Mr. Stephen Orser (Vice Chair)
Ms. Denise Brown	Mr. Ian Peer
Mr. Al Edmondson	Ms. Viola Poletes Montgomery
Ms. Patricia Fulton	Ms. Nancy Poole
Mr. Marcel Meyer (Chair)	Mr. Mark Studenny
	Ms. Sandy White

SECRETARY-TREASURER

Dr. Christopher Mackie

DISCLOSURE OF CONFLICTS OF INTEREST

APPROVAL OF AGENDA

APPROVAL OF MINUTES

BUSINESS ARISING FROM THE MINUTES

DELEGATIONS

7:05 – 7:15 p.m. Ms. Trish Fulton, Chair, Finance and Facilities Committee re Item #1 - Finance and Facilities Committee Meeting: July 3, 2014

Item #	Report Name and Number	Link to Additional Information	Delegation	Recommendation	Information	Brief Overview
Committee Reports						
1	Finance And Facilities Committee July 3, 2014 Meeting (Report 044-14)	Appendix A July 3rd Agenda	x	x		To receive information and consider recommendations from the July 3rd FFC meeting
Delegation and Recommendation Reports						
2	South Western Ontario Public Health Mutual Assistance Agreement (Report 045-14)	Appendix A		x		To seek Board of Health endorsement of the revised South Western Ontario Public Health Mutual Assistance Agreement
Information Reports						
3	Medical Officer of Health Activity Report – July Report (Report 046-14)				x	To provide an update on the activities of the MOH for July

CONFIDENTIAL

The Board of Health will go in camera to discuss the following:

1. Matters concerning labour relations or employee negotiations, and
2. Personal matters about an identifiable individual.

OTHER BUSINESS

Next Finance and Facilities Committee Meeting: Thursday, September 4, 2014 @ 9:00 a.m.

Next Governance Committee Meeting: Thursday, September 18, 2014 @ 5:00 p.m.

Next Board of Health Meeting:

- o Thursday, August 21, 2014 @ 7:00 p.m.
- o Thursday, September 18, 2014 @ 7:00 p.m.

CORRESPONDENCE - none

ADJOURNMENT



PUBLIC SESSION – MINUTES

MIDDLESEX-LONDON BOARD OF HEALTH

2014 June 19

MEMBERS PRESENT:

Mr. David Bolton
Mr. Al Edmondson
Ms. Trish Fulton
Mr. Marcel Meyer (Chair)
Mr. Ian Peer
Ms. Viola Poletes Montgomery
Ms. Nancy Poole
Mr. Mark Studenny

REGRETS:

Ms. Denise Brown
Mr. Stephen Orser (Vice-Chair)
Ms. Sandy White

OTHERS PRESENT:

Dr. Christopher Mackie, Medical Officer of Health & CEO (Secretary-Treasurer)
Ms. Sherri Sanders, Executive Assistant to the Board of Health (Recorder)
Mr. Wally Adams, Director, Environmental Health and Chronic Disease Prevention Services
Ms. Mary Lou Albanese, Manager, Healthy Communities and Injury Prevention
Ms. Diane Bewick, Director, Family Health Services & Chief Nursing Officer
Mr. Tom Cull, Thames River Rally
Ms. Shaya Dhinsa, Manager, Sexual Health Services
Ms. Laura Di Cesare, Director, Human Resources and Corporate Strategy
Mr. Dan Flaherty, Manager, Communications
Mr. Kouarthanan (Koba) Konesavarathan, MPH Student on practicum
Ms. Heather Lokko, Acting Director, Oral Health, Communicable Disease & Sexual Health Services
Mr. John Millson, Director, Finance and Operations
Mr. Alex Tymb, Online Communications Co-ordinator

MEDIA PRESENT:

Mr. Dan Brown	London Free Press
Ms. Elena Maystruk	Londoner/Age Dispatch
Mr. Sean Meyer	London Community News

Mr. Marcel Meyer, Chair of the Board of Health, called the meeting to order at 7:00 p.m.

DISCLOSURES OF CONFLICT(S) OF INTEREST

Chair Meyer inquired if there were any disclosures of conflict of interest to be declared. None were declared.

APPROVAL OF AGENDA

It was moved by Mr. Studenny, seconded by Mr. Bolton *that the **AGENDA** for the June 19, 2014 Board of Health meeting be approved.*

Carried

APPROVAL OF MINUTES

It was moved by Mr. Peer, seconded by Mr. Bolton *that the public session **MINUTES** of the May 15, 2014 Board of Health meeting be approved.*

Carried

BUSINESS ARISING FROM THE MINUTES

None

DELEGATION AND RECOMMENDATION REPORTS

Finance and Facilities Committee: June 12 Meeting ([Report 038-14](#))

2013 Draft Financial Statements ([Report 027-FFC](#))

Mr. John Millson, Director, Finance and Operations, presented the draft Financial Statements for the year ending December 31, 2013. Ms. Trish Fulton, Chair of the Finance and Facilities Committee (FFC), summarized the Audit Findings Report. This was the first time the Auditors have met with the FFC, as the committee first met in August 2013.

It was moved by Ms. Fulton, seconded by Mr. Peer *that the Board of Health approve the audited financial statements for the year ending December 31, 2013 as attached to Report No. 027-14FFC.*

Carried

It was moved by Ms. Fulton, seconded by Ms. Poletes Montgomery *that the Board express appreciation to staff members for the work they have done to achieve a clean audit, especially in a big transition year in the budgeting process.*

Carried

It was moved by Ms. Poole, seconded by Ms. Poletes Montgomery *that the Board express appreciation to the members of the Finance and Facilities Committee and its Chair, Ms. Fulton, for their dedication and attention to detail when reviewing reports and reporting to the Board of Health.*

Carried

Ms. Fulton reported that the FFC reviewed [Report 026-14FFC](#) re Benefit Funding Overview and [Report No. 028-14FFC](#) re Office Space Needs Assessment for information. Ms. Fulton also reported that the FFC Generator committee directed staff to issue a Request for Proposals to determine the type of power supply required and size of generator.

It was moved by Ms. Fulton, seconded by Ms. Poole *that the Board of Health approve Report 038-14 re Finance and Facilities Committee: June 12 Meeting, including the draft minutes of the meeting.*

Carried

MLHU Input To “The London Plan” ([Report 040-14](#))

Dr. Mackie assisted Board members with their understanding of this report. Dr. Mackie explained that The London Plan is a long term blueprint that sets the framework for addressing such issues as: managing the

cost of growth, recognizing a change in demographics, the importance of transportation, the ever changing economy, protecting farmland, climate change, and how to shape the City of London for prosperity.

The Health Unit has participated in official planning process in both the City of London and Middlesex County for several years. In respect to the Middlesex County Official Plan, Dr. Mackie recounted that the Board endorsed the Health Unit's rural position paper that linked health and the built environment in rural settings. Health Unit staff members have also assisted with Official Plan reviews of several municipalities in Middlesex County. Health Unit staff contributed to planning in the City through the Healthy City, Active London initiative. Copies of The London Plan were distributed to Board members.

Dr. Mackie drew Board members' attention to river redevelopment which includes the needle waste issue. He introduced Mr. Tom Cull from the Thames River Rally, a volunteer group that organizes and participates in river bank clean ups. The clean ups often present the volunteers with the option to handle hazardous waste, such as used needles/syringes. Dr. Mackie reported that the Health Unit's Community Emergency Response Volunteer (CERV) teams could partner with the Thames River Rally volunteers to assist with insurance issues, needle waste clean up protocols and to identify areas in which needle disposal is a major problem. The Upper Thames Valley Conservation Authority is also a supporter of the clean up initiatives.

Concern was expressed that harm reduction programs do not provide safety-engineered needles which would be safer for those cleaning up the waste. Dr. Mackie explained that cost is a consideration; however, another barrier is that the equipment used often becomes part of the addiction, and people are often not willing to use different equipment, particularly if it has significant limitations. The provincial government selects which needles are available through the Ontario Harm Reduction pharmacies. Further information about the needle waste issue will be provided to the Board in a future report.

It was moved by Ms. Poletes Montgomery, seconded by Ms. Poole *that the Board of Health endorse Report No. 040-14 re MLHU Input to "The London Plan" and direct staff to provide public health input to City of London Planning Department staff.*

Carried

Ontario Harm Reduction Distribution Program: Distributing Safer Smoking Supplies ([Report 039-14](#))

Ms. Shaya Dhinsa, Manager, Sexual Health Team and Mr. Brian Lester, Executive Director, Regional HIV Aids Connection (RHAC), assisted Board members with their understanding of this report. Ms. Dhinsa described the contents of the kits that are available free of charge to the Health Unit and RHAC by the Ontario Harm Reduction Distribution Program.

Concern was expressed that the Health Unit's involvement in Harm Reduction programs may be interpreted as the Board of Health and the Health Unit endorsing cocaine smoking. Mr. Lester clarified that the Health Unit and RHAC support this harm reduction program, because it is preventative. It will reduce the spread of HIV and Aids in the community by changing behaviours towards lower risk method of drug use. Mr. Lester also added that the program provides the Health Unit with the opportunity to connect with drug users to provide correct information and support that is not currently available.

In response to a question about whether or not peer to peer education exists, Mr. Lester replied that some existing clients of the Counterpoint Needle Exchange program do see themselves as leaders; however, the accuracy of the messages and how the messages are interpreted are unclear.

Ms. Heather Lokko, Acting Director, Oral Health, Communicable Disease & Sexual Health Services, commented that in addition to reducing the spread of disease among drug users, providing safer equipment will make it safer for those cleaning up as the equipment will be recognizable as drug paraphernalia - unlike less safe equipment such as pop cans and other home-made supplies.

It was moved by Ms. Poletes Montgomery, seconded by Ms. Poole *that the Board of Health approve the distribution of safer smoking supplies through the existing harm reduction sites.*

Carried

London Road Safety Strategy ([Report 041-14](#))

It was moved by Mr. Peer, seconded by Mr. Studenny *that the Board endorse Report No. 041-14 re London Road Safety Strategy to endorse the London Road Safety Strategy Charter.*

Carried

INFORMATION REPORTS

Summary Information Report June 2014 ([Report 042-14](#))

It was moved by Mr. Peer, seconded by Mr. Studenny *that Report No. 042-14 re Summary Information Report June 2014 be received for information.*

Carried

Medical Officer of Health Activity Report – June Report ([Report 043-14](#))

Dr. Mackie reported that following the direction of the Board from May's meeting, provincial party leaders were asked about the issue of opioid overdose. Two parties replied. A staff person from Mr. Tim Hudak's office called to discuss policy options; Ms. Deb Matthews sent a letter recognizing the issue. Dr. Mackie reported that the next step will be to direct a more formal challenge to the Provincial government in late August to coincide with International Overdose Awareness Day (August 31).

It was moved by Mr. Studenny, seconded by Mr. Bolton *that Report No. 043-14 re Medical Officer of Health Activity Report – June be received for information.*

Carried

CORRESPONDENCE

Chair Meyer reported on an added piece of correspondence from the Association of Local Public Health Agencies (alPHa) that outlines its officers for 2014-2015, including Mr. Al Edmondson continuing as Chair of the Board of Health Section. Mr. Edmondson and Ms. Fulton reported on the alPHa Conference that was also attended by Chair Meyer. Ms. Fulton discussed a document entitled, "An Ecological Framework for Building Successful Collaboration between Primary Care and Public Health," ([please refer to page 44 of this link](#))

There were no questions about the correspondence.

At 8:35 p.m., it was moved by Mr. Peer, seconded by Mr. Studenny *that the Board take a five minute recess.*

Carried

At 8:40 p.m., it was moved by Mr. Studenny, seconded by Mr. Bolton *that the Board reconvene.*

Carried

Ms. Fulton left the meeting at 8:40 p.m.

At 8:40 p.m., it was moved by Mr. Peer, seconded by Mr. Edmondson *that the Board of Health move in camera to discuss matters concerning employee negotiations and a proposed or pending acquisition of land by the Middlesex-London Board of Health.*

Carried

At 8:55 p.m., it was moved by Mr. Studenny, seconded by Mr. Bolton that the Board of Health return to public forum to report *that matters were discussed concerning employee negotiations and a proposed or pending acquisition of land by the Middlesex-London Board of Health.*

Carried

It was moved by Mr. Bolton, seconded by Mr. Peer *that the Board of Health authorize the Board Chair to sign the lease extension and amending agreement to the Strathroy office lease, noting the extension is for an additional 2 years at the current lease rate.*

Carried

OTHER BUSINESS

Upcoming Dates: Finance and Facilities Committee Meeting - Thursday July 3, 2014 - 9:00 a.m.
Board of Health Meeting: Thursday, July 17, 2014 - 7:00 p.m.
Board of Health Education Session: Friday, July 18, 2014 - 9:00 a.m.
Governance Committee Meeting: Thursday, September 18, 2014 - 5:00 p.m.

ADJOURNMENT

At 9:00 p.m., it was moved by Mr. Studenny, seconded by Ms. Poletes Montgomery *that the meeting be adjourned.*

Carried

MARCEL MEYER
Chair

CHRISTOPHER MACKIE
Secretary-Treasurer



MIDDLESEX-LONDON HEALTH UNIT

REPORT NO. 044-14

TO: Chair and Members of the Board of Health
FROM: Christopher Mackie, Medical Officer of Health
DATE: 2014 July 17

FINANCE AND FACILITIES COMMITTEE:
JULY 3, 2014 MEETING

The Finance and Facilities Committee (FFC) met at 9:00 a.m. on July 3, 2014 (Agenda). The draft public minutes are attached as Appendix A. The following items were discussed at the meeting and recommendations made:

Table with 3 columns: Reports, Summary of Discussion, Recommendations for Board of Health's Consideration. Contains details about Financial Policies Review and various committee actions.

Next Meeting

The next meeting of the Finance and Facilities Committee is scheduled for Thursday, September 4, 2014 @ 9:00 a.m.

Christopher Mackie, MD, MHSc, CCFP, FRCPC
Medical Officer of Health



PUBLIC MINUTES
Finance and Facilities Committee
50 King Street, Room 3A
MIDDLESEX-LONDON BOARD OF HEALTH
2014 July 3 9:00 a.m.

COMMITTEE

MEMBERS PRESENT: Mr. David Bolton
Ms. Trish Fulton (Chair)
Mr. Marcel Meyer
Mr. Ian Peer
Mr. Stephen Orser

OTHERS PRESENT: Mr. John Millson, Director, Finance and Operations
Ms. Sherri Sanders, Executive Assistant to the Board of Health (Recorder)

At 9:00 a.m., Ms. Trish Fulton, Committee Chair, welcomed everyone to the July Finance and Facilities Committee (FFC) meeting.

DISCLOSURES OF CONFLICT(S) OF INTEREST

Chair Fulton inquired if there were any disclosures of conflict of interest to be declared. None were declared.

APPROVAL OF AGENDA

It was moved by Mr. Peer, seconded by Mr. Orser *that the Agenda for the July 3, 2014 FFC meeting be approved.*

Carried

APPROVAL OF MINUTES

It was moved by Mr. Meyer, seconded by Mr. Bolton *that the [Public Minutes](#) from the June 12, 2014 Finance and Facilities Meeting be approved.*

Carried

It was moved by Mr. Meyer, seconded by Mr. Peer *that the **In Camera Minutes** from the June 12, 2014 Finance and Facilities Meeting be approved.*

Carried

NEW BUSINESS

Finance Policies Review ([Report 029-14FFC](#))

Mr. John Millson, Director, Finance & Operations assisted Committee members with their understanding of this report. The Committee members reviewed and discussed each policy in detail.

Policy 4-090 Use of Personal Vehicle

- It was recommended that staff training should elaborate on the topic of smoking (e.g., smoking outside of the vehicle)
- It was also recommended that the policy should clarify out of town travel implies that the travel is outside of the Middlesex-London Health Unit catchment area

Policy 4-120 Out of Town Travel Expenses

- Suggestion to ask staff on expense claim whether or not reward points were accumulated in the transaction

Policy 4-140 Tangible Capital Assets

Policy 4-050 Donation Acceptance

- Discussion ensued about the Baby Friendly Initiative (BFI) clause as to whether BFI accreditation states that an organization must include specific wording in policies or if a blanket statement can be used. The following statement already exists in the Health Unit policy:

“Restrictions attached to the donation are not consistent with the mission, values or programs of the Health Unit.”

- It was agreed that the entire policy should be reviewed again after Mr. Millson investigates the BFI requirements and the possibility of the Health Unit accepting donations in the form of securities.

Policy 4-060 Grant Applications and Agreements

Policy 4-070 Corporate Sponsorship

Policy 4-055 Gifts and Honorariums

- Discussion ensued about the maximum amount of gifts that can be accepted by Health Unit staff members. It was agreed that the policy should stipulate that the recipient of the gift/honorarium is responsible for disclosing the gift/honorarium to his/her supervisor.

It was moved by Mr. Orser, seconded by Mr. Peer *that Policy 4-055 re Gifts and Honorariums be revised to read as follows: Staff are not permitted to accept token gifts of appreciation of any value, and any gifts become the property of the Middlesex-London Health Unit.*

Carried

It was moved by Mr. Bolton, seconded by Mr. Orser *that the Finance & Facilities Committee recommend that the Board of Health:*

- 1) *Approve the Out of Town Travel Expenses, Tangible Capital Assets, Use of Personal Vehicle, Grant Applications and Agreements, and Corporate Sponsorship policies as appended to Report No. 029-14FFC, and further*
- 2) *Approve the Gifts and Honorariums policy as amended, and*
- 3) *Approve the Donation Acceptance policy after staff investigation and further review by the Finance and Facilities Committee is complete.*

Carried

OTHER BUSINESS

The next FFC meeting will be September 4, 2014 at 9:00 a.m.

Chair Fulton requested that development of a Work Plan for the Finance and Facilities Committee be added to the September agenda

ADJOURNMENT

At 10:10 a.m., it was moved by Mr. Meyer, seconded by Mr. Bolton *that the meeting be adjourned.*

Carried

TRISH FULTON
Chair

CHRISTOPHER MACKIE
Secretary-Treasurer

TO: Chair and Members of the Finance & Facilities Committee

FROM: Christopher Mackie, Medical Officer of Health

DATE: 2014 July 17

SOUTH WESTERN ONTARIO PUBLIC HEALTH MUTUAL ASSISTANCE AGREEMENT

Recommendation

It is recommended that the Board of Health endorse the Mutual Assistance Agreement for South Western Ontario Public Health Units attached as Appendix A to Report No. 045-14.

Key Points

- Responding to an urgent situation may require immediate assistance from one or more neighbouring health units
- Having a Mutual Assistance Agreement in place will facilitate arranging for this assistance in a timely, efficient manner

From time to time, situations arise that overwhelm the resources of one health unit leading to a call to neighbouring health units for assistance. In the case of this Health Unit, two such occurrences are the mass immunization campaign for meningococcal disease of 2001 and the mass immunization campaign for hepatitis A of 2002. Conversely, support was provided by the Health Unit to Toronto Public Health during the Severe Acute Respiratory Syndrome (SARS) outbreak of 2003 and to the Oxford Public Health Unit for a Rubella (German Measles) outbreak in 2005. MLHU staff also supported the Huron County Public Health following a tornado in 2011.

To facilitate such responses, representatives from the South Western Ontario Public Health Units have prepared the *Mutual Assistance Agreement* (attached as [Appendix A](#)). This agreement defines the parameters which would apply to future situations requiring neighbouring health unit assistance, including:

- how costs and their payments are to be addressed;
- liability indemnification on the part of the assisting health unit; and
- employment relationship of staff of the assisting health unit when providing services in a neighbouring health unit's jurisdiction.

The Perth District Health Unit drafted this agreement several years ago based on the *Mutual Assistance Agreement* in place for the Central West Public Health Units, and took the lead on revising it this year. The new agreement has been signed by six of the other eight health units in South Western Ontario.

Conclusion

Responding to an urgent situation may require immediate assistance from one or more neighbouring health units. Having a *Mutual Assistance Agreement* in place will facilitate arranging for this assistance in a timely, efficient manner.

This report was prepared by Mr. Ross Graham, Manager of Strategic Projects.



Christopher Mackie, MD, MHSc, CCFP, FRCPC
Medical Officer of Health

Mutual Assistance Agreement

This Agreement made this _____ day of _____, 2014.

BETWEEN THE:

Board of Health of the Chatham-Kent Public Health Unit
Board of Health of the Elgin St. Thomas Health Unit
Board of Health of the Grey Bruce Health Unit
Board of Health of the Huron County Health Unit
Board of Health of the Lambton Public Health Unit
Board of Health of the Middlesex-London Health Unit
County of Oxford - Department of Public Health & Emergency Services
Board of Health of the Perth District Health Unit
Board of Health of the Windsor-Essex County Health Unit

NOW THEREFORE in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1.0 In this Agreement, unless the context otherwise requires:

- a) “Assisted Health Unit” means the Health Unit receiving assistance from a party to this Agreement, pursuant to this Agreement;
- b) “Assisting Health Unit ” means the Health Unit providing assistance to a party to this Agreement, pursuant to this Agreement;
- c) “Requesting Health Unit” means the Health Unit asking for assistance from another party to this Agreement, pursuant to this Agreement;
- d) “Workers” means collectively employees, contractors, servants and agents employed or hired by a party to this Agreement;
- e) “MOH” means the Medical Officer of Health or his or her designate, including an Acting Medical Officer of Health (approved by the Ministry);
- f) “Incremental Costs” means costs that the Assisting Health Unit would not otherwise have incurred had they chosen not to assist the Requesting Party.
- g) “Public Health Emergency” means the occurrence or imminent threat of a situation, such as an outbreak of an infectious agent, a natural disaster or large scale environmental hazard, that poses a substantial risk of a large number of deaths, or serious harm to a population, and which was the potential to overwhelm routine capabilities to address the threat and/or health consequences.

2.0 Requesting Assistance

- 2.1 During a public health emergency, any party may request assistance from any of the other parties in accordance with clause 2.2 hereof and such request may include specialized personnel, services, supplies, equipment and/or material.

- 2.2 Each party hereby authorizes the MOH of the Requesting Party to make the initial request for assistance. Requests to each party shall be made to the MOH of that party, and the MOH of that party is authorized to receive the request and to act on their Health Unit's behalf for all purposes under this Agreement.
- 2.3 The MOH of the Requesting Party will follow up any oral requests with a request in writing within three (3) days of the initial oral request setting out in detail the specific personnel, services, supplies, equipment or material that has been requested as assistance. Notwithstanding the requirement for a written request, the Assisting Health Unit may provide assistance to the other party upon receipt of the oral request.
- 2.4 The Assisting Health Unit shall respond to the request, if possible, within one (1) day, and may at its sole discretion determine the type, scope, nature and amount of assistance it will provide. The Assisting Health Unit shall within three (3) days of receiving the request, confirm in writing to the Requesting Party, the assistance it has agreed to provide or, if applicable, that it will not be providing any assistance.
- 2.5 The parties may alter the assistance to be provided to the Assisted Health Unit under this Agreement. Amendments to the scope, type, nature or amount of assistance shall be confirmed in writing by the Requesting Party within three (3) days.
- 2.6 When assistance has been offered or provided by the Assisting Health Unit, the Assisting Health Unit shall not be obligated to provide any further assistance or to do anything or take any action beyond that which is specifically agreed to by the acceptance of the request for assistance.
- 2.7 Nothing in this Agreement shall prevent the Assisting Health Unit, in its sole discretion, from withdrawing any or all assistance it had agreed to provide to the Assisted Health Unit. Any withdrawal of assistance by the Assisting Health Unit shall be made upon at least forty-eight (48) hours' notice to the Assisted Health Unit, or as soon as reasonably practicable unless the Assisting Health Unit is responding to an actual or pending Emergency within its own geographical boundaries, in which case it may withdraw assistance from the Assisted Health Unit immediately on notice.
- 2.8 The Assisted Health Unit may determine in its sole discretion that its requirement for assistance has ceased and shall notify the Assisting Health Unit of this verbally and shall confirm in writing. Upon receipt of such verbal or written notification, the Assisting Health Unit shall terminate the provision of all such assistance.
- 2.9 Nothing in this Agreement shall require or obligate or be construed to require or obligate a party to provide assistance. Each party shall retain the right to refuse the request to provide assistance, and the right to offer options to the assistance that has been requested.
- 2.10 Notwithstanding anything contained herein, no liability shall attach or accrue to the Assisting Health Unit for any reason whatsoever, for failing to provide or continue to provide any assistance under this Agreement.

3.0 Costs and Payment

- 3.1 The parties agree that any and all actual Incremental Costs for assistance are to be paid by the Assisted Health Unit. Notwithstanding the above and in exceptional circumstances, the parties may agree otherwise. Such costs shall include incremental wages, salaries, benefits and expenses incurred by the Assisting Health Unit while providing the assistance, provided said expenses are reasonable in the circumstances.
- 3.2 The Assisted Health Unit shall be responsible for providing, if necessary, all food, lodging and accommodation required by the personnel furnished pursuant to this Agreement in accordance with the policies of the Assisting Health Unit.
- 3.3 The Assisting Health Unit shall provide to the Assisted Health Unit, if practical, an estimate of the cost of providing the assistance.
- 3.4 The Assisting Health Unit will provide a detailed invoice to the Assisted Health Unit for costs incurred for the assistance. Where available, receipts for disbursements shall be forwarded in support of the invoice.
- 3.5 The Assisted Health Unit shall remit payment of the amount owing for the assistance provided within sixty (60) days of the termination of the Emergency or the receipt of the Assisting Health Unit's invoice, whichever is later.
- 3.6 Any discrepancy relating to an invoice shall be discussed between the Parties involved and additional documentation shall be provided. The Parties shall attempt in good faith to reach resolution as expeditiously and amicably as possible. The Parties may agree on a method of third party resolution, if necessary, and shall share the costs of same equally.

4.0 Employment Relationship and Benefits

- 4.1 Despite the fact that Workers may be assigned to perform duties for the Assisted Health Unit, in all respects, the Workers of the Assisting Health Unit retain their employment or contractual relationship with the Assisting Health Unit. The parties acknowledge and agree that the Assisted Health Unit shall not be deemed the employer of the Assisting Health Unit's Workers, under any circumstances or for any purpose whatsoever. The Assisting Health Unit shall remain responsible for all statutorily required deductions, contributions and/or payments, such as EI, CPP, and WSIB.

5.0 Supervision

- 5.1 Every Assisting Health Unit shall assign its personnel to perform tasks as directed by the MOH or the Emergency Control Group of the Assisted Health Unit and shall ensure that any assistance it provides is in accordance with the instructions of the MOH or Emergency Control Group.

- 5.2 Should any Workers of the Assisting Health Unit refuse to perform assigned tasks because they believe their health or safety is in danger, in accordance with the *Occupational Health and Safety Act*, the supervisory personnel of the Assisted Health Unit will immediately discuss the matter with the Medical Officer of Health of the Assisting Health Unit. For purposes of interpreting Section 43 of the *Occupational Health and Safety Act*, the term “supervisor” means the relevant supervisor of the Assisted Health Unit and the term “employer” refers to the Assisting Health Unit.

6.0 Rights and Records

- 6.1 Unless otherwise specified, the Assisted Health Unit shall afford to the personnel of the Assisting Health Unit, operating within the Assisted Health Unit’s jurisdiction, the same powers and rights as are afforded to like personnel of the Assisted Health Unit.
- 6.2 Confidentiality and Record Keeping: Any personal (health) information collected, used or disclosed by an Assisting Health Unit while assisting an Assisted Health Unit pursuant to this Agreement is subject to the rights, responsibilities, and safeguards provided for in the *Municipal Freedom of Information and Protection of Privacy Act* and the *Personal Health Information Protection Act, 2004*. While the circle of care provisions of the legislation may also assist in the legal disclosure of any personal health information between Parties under this Agreement, the Parties hereby state their intention that the Assisting Health Unit and its employees, contractors, servants and agents are acting as agents of the Assisted Health Unit in the collection, use or disclosure of any personal (health) information, which is at all times the intellectual property of and under the care, custody and control of the Assisted Health Unit. The Assisted Health Unit may direct the Assisting Health Unit how to safeguard and deal with the information to meet the purposes of this Agreement and the Assisting Health Unit shall protect and treat the personal (health) information according to the standards of the applicable legislation and in accordance with the directions of the Assisted Health Unit, acting reasonably.

7.0 Insurance

- 7.1 During the term of this Agreement, each Party shall obtain and maintain in full force and effect general liability insurance issued by an insurance company authorized by law to carry on business in the Province of Ontario, providing for coverage for personal injury, public liability and property damage. Such policy shall:
- 7.1.1 Have inclusive limits of not less than Five Million Dollars (\$5,000,000) for injury, loss or damage resulting from any one occurrence;
 - 7.1.2 Contain a cross-liability clause endorsement and severability of interests clause of standard wording;
 - 7.1.3 Name all of the other Parties as an additional insured with respect to any claim arising out of the Assisted Health Unit’s obligations under this Agreement or the Assisting Health Unit’s provision of personnel, services, equipment or material pursuant to this Agreement; and

7.1.4 Include a non-owned automobile endorsement; and

Upon request of any Party, each Party shall provide proof of insurance if so required in a form satisfactory to the requesting Party.

7.2 During the term of this Agreement, each Health Unit must have Medical Malpractice Liability Insurance of at least \$2,000,000 per claim for any professional staff providing assistance under this Agreement. The Assisted Health Unit may request proof of coverage.

7.3 Nothing in this Agreement affects a Party's statutory responsibilities under the *Health Protection and Promotion Act*, its regulations, and the Ontario Public Health Standards.

8.0 Indemnification

8.1 The Assisted Health Unit shall defend, indemnify and save harmless the Assisting Health Unit, its directors, officers, and employees, from any and all claims, costs, all manner of action or actions, cause and causes of action, accounts, covenants, contracts, demands or other proceedings of every kind or nature whatsoever at law or in equity arising out of this Agreement and out of assistance provided pursuant to this Agreement. The indemnity herein provided shall include all costs, including but not limited to duties, dues accounts, demands, penalties, fines and fees (including, without limitation, all reasonable expenses).

8.2 Notwithstanding the foregoing, the Assisted Health Unit shall not be obligated or liable for any injury or death of any person or damage to any property caused by the negligence of the Assisting Health Unit.

9.0 Term and Termination

9.1 This Agreement shall be in effect for each Party from the date on which each Party signs the Agreement and shall be reviewed every 4 years.

9.2 Despite any other section of this Agreement, any Party may terminate this Agreement upon at least sixty (60) days' written notice to the other Parties. It is understood that, notwithstanding termination by any Party, the Agreement shall continue in force as between the other Parties.

10.0 Notice

10.1 Unless otherwise provided in this Agreement or advised in writing by the party, written notice given pursuant to this Agreement shall include e-mail notification. Assistance in writing shall be addressed to: each Health Unit as provided in "Appendix A: Contact Information".

The parties agree to update their contact information, as provided in Appendix A, by notice in writing when necessary.

11.0 Rights & Remedies

- 11.1 Nothing contained in this Agreement shall be construed as restricting or preventing either party from relying on any right or remedy otherwise available to it under this Agreement, at law or in equity in the event of any breach of this Agreement.

12.0 Acting Medical Officer of Health Coverage for Non-Emergency Absences

- 12.1 In accordance with the Health Protection and Promotion Act, R.S.O. 1990, the Board of Health is required to appoint a physician as Acting Medical Officer of Health when the Medical Officer of Health is absent or unable to act and there is no Associate Medical Officer of Health appointed. Therefore, the parties agree that any party may request Acting Medical Officer of Health coverage from any of the other parties in accordance with clause 12.2 – 12.4.
- 12.2 Each party hereby authorizes the MOH of the Requesting Health Unit to make the request to the MOH of the Assisting Health Unit who was the authority to accept or decline the request.
- 12.3 In the event the Requesting Health Unit's appointed Medical Officer of Health is absent, or unable to act, such party may request the assistance of another health unit's appointed Medical Officer of Health for a time-limited duration.
- 12.4 The parties involved will ensure the timely and clear exchange of information required, including dates, and contact information, in order to ensure seamless coverage. While the initial request may be verbal, written confirmation shall be made as soon as reasonably practicable.

13.0 Entire Agreement & Miscellaneous

- 13.1 This Agreement embodies the entire Agreement and supersedes any other understanding or agreement, collateral, oral or otherwise, existing between the Parties prior to or at the date of execution. If a more specific agreement for a particular Emergency, Urgent Project or unavailability of the appointed medical officer of health or other purpose is made between the Parties, or any two of them, while this Agreement is in place, the parties to the more specific agreement shall enunciate their preferences regarding priority between this Agreement and the other more specific agreement. This Agreement may be signed in counterparts, and if so, each Party shall ensure that a copy of their signed original is sent to the Perth District Health Unit who will retain the signed originals and compile them into a single document. A copy of this document will be forwarded to each participating Health Unit.
- 13.2 Should any provision of this Agreement be declared null and void or inoperative, the remainder of the Agreement will remain in full force and effect.
- 13.3 This Agreement shall enure to the benefit of, and be binding upon the parties and their respective successors and assigns.

- 13.4 This Agreement shall not be assigned by any Party.
- 13.5 This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties, and no third party shall have any right of action arising in any way or manner under this Agreement for any cause whatsoever.
- 13.6 The parties agree that Sections 8.0, 2.1, 3.0, 6.0 and 10.0 of this Agreement shall survive and remain in force notwithstanding the termination by any party of its participation in this Agreement, in respect of any matter occurring prior to the termination by such party of its participation herein.
- 13.7 This Agreement shall be governed by the laws of the Province of Ontario and Canada.

IN WITNESS WHEREOF the said Corporations have hereunto affixed their corporate seals duly attested by the hands of their proper officers.

THE BOARD OF HEALTH OF THE CHATHAM-KENT PUBLIC HEALTH UNIT

Per: _____.

Per: _____.

Dated: _____.

THE BOARD OF HEALTH OF THE ELGIN ST. THOMAS HEALTH UNIT

Per: _____.

Per: _____.

Dated: _____.

THE BOARD OF HEALTH OF THE GREY BRUCE HEALTH UNIT

Per: _____.

Per: _____.

Dated: _____.

THE BOARD OF HEALTH OF THE HURON COUNTY HEALTH UNIT

Per: _____.

Per: _____.

Dated: _____.

THE BOARD OF HEALTH OF THE LAMBTON PUBLIC HEALTH UNIT

Per: _____.

Per: _____.

Dated: _____.

THE BOARD OF HEALTH OF THE MIDDLESEX-LONDON HEALTH UNIT

Per: _____.

Per: _____.

Dated: _____.

COUNTY OF OXFORD - DEPARTMENT OF PUBLIC HEALTH & EMERGENCY SERVICES

Per: _____.

Per: _____.

Dated: _____.

THE BOARD OF HEALTH OF THE PERTH DISTRICT HEALTH UNIT

Per: _____.

Per: _____.

Dated: _____.

THE BOARD OF HEALTH OF THE WINDSOR-ESSEX COUNTY HEALTH UNIT

Per: _____.

Per: _____.

Dated: _____.



TO: Chair and Members of the Board of Health

FROM: Christopher Mackie, Medical Officer of Health

DATE: 2014 July 17

MEDICAL OFFICER OF HEALTH ACTIVITY REPORT – JULY

Recommendation

It is recommended that Report No. 046-14 re Medical Officer of Health Activity Report – July be received for information.

The following report highlights activities of the Medical Officer of Health (MOH) from the June Medical Officer of Health Activity Report to July 9, 2014.

On July 3rd the MOH and Laura Di Cesare, Director of Human Resources and Corporate Strategy co-lead the first of several staff consultation sessions for the strategic planning process. These engaging sessions will assist in identifying the values & “noble cause” (or “mission”), that drive MLHU’s work.

The Medical Officer of Health participated with other Health Unit staff who are identified as primary and alternate leads in the Health Unit’s Incident Management System in the Annual Emergency Exercise on June 11th. The session assisted staff in determining what a Hazard Identification and Risk Assessment (HIRA) would look like for the Health Unit. They reviewed HIRAs from other organizations to begin to develop an MLHU risk assessment and discussed potential emergencies and essential activities that would pertain to the hazards of that emergency.

The MOH and approximately 100 Health Unit staff, Board Members and their families attended a BBQ at the home of Board Member David Bolton. The weather was fantastic, the food was amazing, and the water in the dunk tank was “refreshing”. The MOH would like to again thank Mr. Bolton and his family for hosting this event, and to thank the staff who assisted with the planning.

The Medical Officer of Health and CEO also attended the following teleconferences and events:

- June 12 Meeting of the Finance and Facilities Committee (FFC)
- June 13 London CAREs event at Museum London to celebrate the success of London CAREs and officially launch their new plan
- June 17 Provincial Tobacco Control Knowledge Exchange Forum in Mississauga
- June 18 Middlesex County Warden’s Fundraiser at Caradoc Sands Golf course
- June 19 Affordable Housing LCF Forum at the Best Western Lamplighter Inn
- June 30 Meeting with City of London staff to discuss United Way fundraising participation
- June 19 Several interviews about the plan to distribute safe inhalation equipment

- July 2 Meeting with Ministry of Health and Long-Term Care to discuss Panorama implementation
- July 3 Meeting with Middlesex-London EMS staff to discuss United Way fundraising participation
- July 9 Partnership meeting with Oneida Nation of the Thames First Nation in Southwold
- July 9 Facilitated the second Strategic Planning Focus Group Session



Christopher Mackie, MD, MHSc, CCFP, FRCPC
Medical Officer of Health

This report addresses Ontario Public Health Organizational Standard 2.9 Reporting relationship of the medical officer of health to the board of health